

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400188

**PRINT DATE:** 12/16/15

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

U S MUNICIPAL SUPPLY INC  
PO BOX 574  
RD #1 BOX 7B ROUTE 26 SOUTH  
HUNTINGDON, PA 16652  
(800 )222-1980

### REFER QUESTIONS TO:

IRIS LESTER  
(410 )767-4612  
IRIS.LESTER@MARYLAND.GOV

### ITB:

**EXPR DATE:** 12/12/16  
**POST DATE:** 11/10/15

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

=====

BREAK-AWAY STEEL SIGN POSTS AND PARTS  
FOR  
MARYLAND STATE HIGHWAY ADMINISTRATION

=====

VENDOR CONTACT: LEROY WRIGHT  
PHONE #: 814-627-4671

AGENCY CONTACT: COLLEEN ROBINSON  
PHONE #: 410-582-5576

. \*\*\*\*\*THIS IS THE FINAL RENEWAL OPTION\*\*\*\*\*  
. CONTRACT PERIOD: DECEMBER 12, 2015 - DECEMBER 11, 2016 (1 YEAR)  
(1) YEAR PERIOD WITH THE SAME TERMS, CONDITIONS AND PRICES.

RENEWAL OPTION IS AT THE DISCRETION OF THE STATE; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

THIS CONTRACT IS AN INDEFINITE QUANTITY TERM CONTRACT TO SUPPLY THE MARYLAND STATE HIGHWAY ADMINISTRATION WITH BREAK-AWAY STEEL SIGN POSTS AND PARTS PER THE SPECIFICATIONS, TERMS AND CONDITIONS OF ITB #MDDGS31005677.

THIS IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B6400188

PRINT DATE: 12/16/15

PAGE: 02

### TERMS (cont'd):

ALL PRICES ARE TO BE QUOTED F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO ANY POINT WITHIN THE STATE OF MARYLAND. ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES ARE TO BE INCLUDED IN BID PRICING.

#### ORDER/DELIVERY PROCEDURE:

ALL MATERIAL WILL BE SHIPPED TO USING AGENCY WITHIN FIFTEEN (15) BUSINESS DAYS AFTER RECEIPT OF ORDER. VENDOR SHALL SHIP COMMODITY "F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED" TO THE DELIVERY LOCATION(S) STATED BY THE AGENCY AND INCLUDE ALL SHIPPING, HANDLING, AND ADMINISTRATIVE CHARGES.

USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$ 5,000.00.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	55054-000210	EA	106.8000		
DRIVE CAP-MECH., 2", 10#.					
DRIVE CAP MECH. 2", #10					
0003	55054-092515	EA	94.8000		
DRIVE CAP-MANUAL, 2 1/2", 15#.					
DRIVE CAP MANUAL. 2 1/2", #15					
0004	55054-090210	EA	94.8000		
DRIVE CAP-MANUAL, 2", 10#.					
DRIVE CAP MANUAL, 2", #10					

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400188

**PRINT DATE:** 12/16/15

**PAGE:** 03

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0005	55054-092412	EA	94.8000	
DRIVE CAP-MANUAL, 2 1/4", 12#.				
DRIVE CAP MANUAL, 2 1/4", #12				
0007	55054-110S15	EA	1.7100	
SPlice SLEEVE, 1.5" SQUARE, 1', 14G-60SKI				
SPlice SLEEVE, 1.5" SQUARE, 1' 14-G-60KSI				
0008	55054-110S17	EA	2.1100	
SPlice SLEEVE, 1.75" SQUARE, 1', 14G-60KSI				
SPlice SLEEVE, 1.75" SQUARE, 1' 14G-60KSI				
0009	55054-110S21	EA	2.2400	
SPlice SLEEVE, 2" SQUARE, 1', 14G-60KSI				
SPlice SLEEVE, 2" SQUARE, 1' 14G-60KSI				
0010	55054-110001	EA	100.0000	
DRIVE RIVETS, STAINLESS STEEL, 3/8" DIAMETER, MULTI-GRIP. 250 PER BOX.				
DRIVE RIVETS, STAINLESS STEEL, 3/8" DIAMETER MULTI GRIP, 250 PER BOX				
0011	55054-111L12	EA	87.5000	
CORNER BOLTS WITH NUTS, FOR 1.75" AND 2" SQUARE. 250 SETS PER BOX				

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400188

**PRINT DATE:** 12/16/15

**PAGE:** 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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CORNER BOLTS WITH NUTS, FOR 1.75" AND 2" SQUARE, 250 SETS PER BOX

0012	55054-111L22	EA	87.5000
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CORNER BOLTS WITH NUTS, FOR 2.25" AND 2.5" SQUARE. 250 SETS PER BOX.

CORNER BOLTS WITH NUTS, FOR 2.25" AND 2.5" SQUARE, 250 SETS PER BOX.

0013	55054-111S08	EA	11.8100
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BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 8', 14G-60KSI

BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 8', 14G-60KSI

0014	55054-111S10	EA	15.2500
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BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 10', 14G-60SKI

BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 10', 14G-60KSI

0015	55054-111S12	EA	18.2500
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BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 12', 14G-60SKI

BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 12', 14G-60KSI

0016	55054-112C03	EA	8.6800
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ANCHOR, 2.5" SQUARE, 3', 12G-60KSI

ANCHOR, 2.5" SQUARE, 3', 12G-60KSI

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B6400188

PRINT DATE: 12/16/15

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0017	55054-112C52	EA	3.8600	
ANCHOR SLEEVE 2" SQUARE 1.5' WITH PREPUNCHED HOLES. 12G-60KSI.				
ANCHOR SLEEVE, 2" SQUARE, 1.5' WITH PRE PUNCHED HOLES, 12G-60KSI				
0018	55054-112S08	EA	14.1200	
BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 8', 14G-60KSI				
BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 8', 14G-60KSI				
0019	55054-112S10	EA	18.3800	
BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 10', 14G-60KSI				
BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 10', 14G-60KSI				
0020	55054-112S12	EA	21.8300	
BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 12', 14G-60KSI				
BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 12', 14G-60KSI				
0021	55054-112S23	EA	7.3100	
ANCHOR, 2" SQUARE, 3', 12G-60KSI				
ANCHOR, 2" SQUARE, 3' 12G-60KSI				
0022	55054-113C03	EA	8.0800	
ANCHOR, 2.25 SQUARE, 3', 12G-60KSI				

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B6400188

PRINT DATE: 12/16/15

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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ANCHOR, 2.25" SQUARE, 3' 12G-60KSI

0023	55054-113S08	EA	15.2500
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BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 8', 14G-60SKI

BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 8' 14G-60KSI

0024	55054-113S10	EA	19.5500
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BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 10', 14G-60SKI

BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 10', 14G-60KSI

0025	55054-113S12	EA	23.5300
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BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 12', 14G-60SKI

BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 12' 14G-60KSI

0026	55054-200535	EA	8.0900
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2" SQ. ANCHOR, 3.5', 12G-60KSI, W/PREPUNCHED HOLES

2" SQUARE ANCHOR, 3.5', 12G-60KSI, WITH PRE PUNCHED HOLES

0027	55054-225515	EA	4.0700
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2.25" SQ. ANCHOR, 1.5', 12G-60KSI, W/PREPUNCHED HOLES

2.25" SQUARE ANCHOR, 1.5', 12G-60KSI, WITH PRE PUNCHED HOLES

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400188

**PRINT DATE:** 12/16/15

**PAGE:** 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0028	55054-225535	EA	8.7600	
2.25" SQ. ANCHOR, 3.5', 12G-60KSI, W/PREPUNCHED HOLES				
2.25" SQUARE ANCHOR, 3.5', 12G-60KSI, WITH PRE PUNCHED HOLES				
0029	55054-250515	EA	4.2800	
2.50" SQ. ANCHOR SLEEVE, 1.5', 12G-60KSI, W/PREPUNCHED HOLES				
2.50" SQUARE ANCHOR SLEEVE, 1.5' 12G-60KSI WITH PRE PUNCHED HOLES				
0030	55054-250535	EA	9.3800	
2.50" SQ. ANCHOR, 3.5', 12G-60KSI, W/PREPUNCHED HOLES				
2.50" SQUARE ANCHOR, 3.5' 12G-60KSI WITH PRE PUNCHEED HOLES				
0031	55054-111S12	EA	18.6000	
BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 12', 14G-60SKI				
BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 12' 14G-60KSI WITH 45 DEGREE ANGLE CUT AT BASE				
0032	55054-111S10	EA	15.6000	
BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE, 10', 14G-60SKI				
BREAKAWAY STEEL SQUARE POST, 1.75" SQUARE 10' 14G-60KSI WITH 45 DEGREE ANGLE CUT AT BASE				
0033	55054-112S08	EA	14.4700	
BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 8', 14G-60KSI				

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B6400188

PRINT DATE: 12/16/15

PAGE: 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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BREAKAWAY STEEL SQUARE POST, 2" SQUARE 8' 14G-60KSI WITH 45 DEGREE  
ANGLE CUT AT BASE

0034	55054-112S10	EA	18.7300	
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BREAKAWAY STEEL SQUARE POST, 2" SQUARE, 10', 14G-60KSI

BREAKAWAY STEEL SQUARE POST 2" SQUARE, 10' 14G-60KSI, WITH 45  
DEGREE ANGLE CUT AT BASE

0035	55054-113S08	EA	15.6000	
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BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 8', 14G-60SKI

BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 8', 14G-60KSI WITH 45  
DEGREE ANGLE CUT AT BASE

0036	55054-113S10	EA	19.9000	
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BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 10', 14G-60SKI

BREAKAWAY STEEL SQUARE POSTS, 2.25" SQUARE, 10' 14G-60KSI WITH 45  
DEGREE CUT AT BASE

0037	55054-113S12	EA	23.8800	
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BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 12', 14G-60SKI

BREAKAWAY STEEL SQUARE POST, 2.25" SQUARE, 12' 14G-60KSI WITH 45  
DEGREE CUT AT BASE

0038	55054-002412	EA	106.8000	
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DRIVE CAP-MECH., 2 1/4", 12#.

DRIVE CAP MECH. 2 1/4", #12



# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B6400188

PRINT DATE: 12/16/15

PAGE: 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0039	55054-002515	EA	106.8000	
DRIVE CAP-MECH., 2 1/2", 15#.				
DRIVE CAP-MECH., 2 1/2", 15#.				
_____ END OF ITEM LIST _____				

### ADDITIONAL TERMS AND CONDITIONS:

THIS AGENCY CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. ORDERS AS REQUIRED WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER. ITEMS DELIVERED UNDER THIS CONTRACT SHALL BE NEW, OR LATEST MODEL EQUIPMENT, USED, REFURBISHED OR REMANUFACTURED EQUIPMENT SHALL NOT BE ACCEPTED.

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

### PRICE ESCALATION/DE-ESCALATION:

1. PRICES FOR THE FIRST YEAR SHALL BE FIXED. IF AFTER THE FIRST YEAR, THE COST OF MATERIAL IS INCREASED THROUGH NO ACT OF THE CONTRACTOR OTHER THAN TO COMPLY WITH ANY PREVAILING RISE IN THE MARKET PRICE OF MATERIAL USED IN PRODUCTION BY THE CONTRACTOR, OR

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400188

**PRINT DATE:** 12/16/15

**PAGE:** 10

### TERMS (cont'd):

THE SUPPLIER COST OF THE FINISHED PRODUCT TO THE CONTRACTOR, OR TRANSPORTATION OF REQUIRED ITEMS FROM THE SUPPLIER TO THE CONTRACTOR, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE DEPARTMENT OF GENERAL SERVICES' PROCUREMENT OFFICER IN WRITING OF THE REQUESTED PRICE INCREASE(S) AND THE REQUESTED EFFECTIVE DATE. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED NO LESS THAN TWO (2) WEEKS PRIOR TO THE REQUESTED EFFECTIVE DATE. ONCE A PRICE INCREASE HAS BEEN APPROVED, THE INCREASED PRICE SHALL REMAIN FIXED FOR NO LESS THAN ONE (1) YEAR FROM THE EFFECTIVE DATE.

3. A REQUEST FOR PRICE INCREASES SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE CONTRACTOR'S COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY SUBMITTING, TO THE PROCUREMENT OFFICER OR HER DESIGNATED REPRESENTATIVE FOR COMPARISON, DATED CURRENT INVOICES FROM THE CONTRACTOR'S SUPPLIER REFLECTING THE INCREASE IN SUPPLIER COST THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT PRICE, AND ALL OTHER DOCUMENTATION AVAILABLE TO SUPPORT THE INCREASE. ANY INCREASE GRANTED WILL NOT EXCEED THE MARGIN BETWEEN THE SUPPLIER COST AND CONTRACT PRICE ESTABLISHED ON THE BID OPENING DATE. THE DIFFERENCE BETWEEN THE SUCCESSFUL VENDOR'S ACTUAL COST AND THE PRICES BID SHALL REMAIN CONSTANT DURING THE CONTRACT PERIOD.

4. PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE, IN WHICH CASE THE ITEM FOR WHICH AN INCREASE WAS DENIED WILL BE DELETED FROM THE CONTRACT IF REQUESTED BY THE VENDOR.

5. THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

6. THE NET CHANGE, DEFINED AS THE TOTAL CHANGE OF ESCALATION OF THE PRODUCT COST WILL BE THE AMOUNT OF THE INCREASE GRANTED. THE MARKUP SHALL BE RECOGNIZED AS A FLAT RATE COST THAT SHALL REMAIN FIRM FOR

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400188

**PRINT DATE:** 12/16/15

**PAGE:** 11

### TERMS (cont'd):

THE DURATION OF THE CONTRACT. NO OTHER METHODS WILL BE ACCEPTABLE.

THE STATE RESERVES THE RIGHT TO SPOT CHECK THE SUCCESSFUL BIDDER'S COST OF ANY AWARDED PRODUCT AT ANY TIME DURING NORMAL BUSINESS HOURS.

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET WITHOUT THE FILING OF A REQUISITION IF VENDOR DOES NOT PERFORM WITHIN THE CONTRACT TERMS AND CONDITIONS. VENDOR WILL BE RESPONSIBLE FOR THE DIFFERENCE IN COST BETWEEN OPEN MARKET PRICING AND CONTRACT PRICING.

TAX PAYMENT: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2)

#### ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US

HOWARD.MCLAIN@DGS.STATE.MD.US

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B6400188

PRINT DATE: 12/16/15

PAGE: 12

TERMS (cont'd):

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE